

2023



STREET CLOSURE APPLICATION REQUIRING CITY COUNCIL APPROVAL (OVER 400 FEET).



For current Fee, please see Planning & Development Fee Schedule

Application: _____
Receipt: _____

CHECKLIST:

Prior to submitting your application, please confirm by checking (✓) the boxes below that all the following have been completed. *Annually permitted*

- ✓ Have you completed the "Description of Event" below and signed the application on page 3? (Incomplete information may delay your application.)
- ✓ Have you allowed at least 8-10 weeks prior to the event for your application to be placed on a City Council agenda?
- ✓ Have you obtained the required insurance and do you have proof of that insurance to submit with your application? (See "Insurance" section on page 3 for details)
- ✓ Has the Indemnification Agreement on page 3 of this application been signed by an authorized representative of the sponsoring organization?

After obtaining approval from the City, but prior to the event, please make sure you have done the following:

- ✓ Have you read the conditions of approval and is your event prepared to abide by all conditions?
- ✓ Have you given public notice of the street closure to all the surrounding businesses within 1/2 mile at least 72 hours prior to the event as required in Condition #2 below? A form is provided at page 6 which can be used to inform the public. A copy of the form should be signed and returned to the Planning Division at least 24 hours before your event affirming that notice has been given per the above requirements.
- ✓ Have you posted "No Parking" at least 24 hours prior to the event as required in Condition #1 below and using the standards outlined on page 5?
- ✓ Have you arranged for "Special Event" City Refuse Service by calling 385-6800?
- ✓ Have you made arrangements for any temporary barricades? (The City may provide equipment for street closures depending on availability.) Contact Public Works at 209-385-6800 and see request form at page 7.
- ✓ Have you made arrangements for supplying any necessary electricity to your event? (The City does not supply electricity for street closures, with the exception of the use of Bob Hart Square. Plugging outlets into City light poles is NOT allowed.)
- ✓ If you are selling alcohol at your event, have you obtained an Alcoholic Beverage Control (ABC) license or permit for this event?

DESCRIPTION OF EVENT:

APPLICANT/EVENT SPONSOR *Merced Main Street Assn.*

CONTACT PERSON *Mike Waite* PHONE [REDACTED]

ADDRESS *531 W Main St, Merced, CA 95340*

DRIVER'S LICENSE NO [REDACTED]

E-MAIL *mercedchristmasparade@gmail.com*

DESCRIPTION OF EVENT (Continued):

DESCRIPTION OF EVENT (include equipment, obstructions, etc., to be placed in the encroachment area)

Annual Christmas Parade Dec 2nd 2023

THIS EVENT WILL SELL OR SERVE ALCOHOL: Yes ☐ or No ☒

ELECTRICITY? We request City-supplied electricity Yes ☒ Not needed/other arrangements ☐

(The City does not provide electricity for street closures, with the exception of the use of Bob Hart Square)

CITY SPECIAL EVENT REFUSE SERVICE NEEDED? Yes ☒ or No ☐

ESTIMATED NUMBER OF PEOPLE IN ATTENDANCE 5000

DATE(S) AND TIME(S) OF USE (include time for setup and takedown as well as event time):

Closure start/end times: 10 Am - 8pm

Event start/end times: 12 Am - 7pm

LIST ALL STREETS PROPOSED FOR CLOSURE:

***(PLEASE ATTACH A MAP TO IDENTIFY STREET CLOSURES, AND ANY OBSTRUCTIONS TO BE PLACED WITHIN THE RIGHT-OF-WAY)**

STANDARD CONDITIONS FOR STREET/PARKING LOT CLOSURES/PARADES

1. Event Sponsor shall be responsible for placing and removing traffic barricades and posting of parking restrictions. "No Parking" signs shall be posted at least twenty-four (24) hours prior to towing of vehicle(s) per California Vehicle Code Section 22651(m)—see page 5.
2. Event Sponsor shall contact all businesses affected by the street/parking lot closure or parade advising them of hours, conditions and reason thereof within one-half mile of the encroachment area at least seventy-two (72) hours prior to the event. Event Sponsor shall provide the City confirmation that the proper notification was given. (A form is provided on page 6 to help the applicant with this requirement.)
3. Event Sponsor must remove all equipment, trash and debris, including "no parking" signs, generated by the event prior to the expiration of the encroachment permit.
4. Street closures shall not include major arterial streets.
5. Supervision/security shall be provided by event sponsor to ensure the safety of event participants and the public if required by the Police Department.
6. Event Sponsor shall pay for any City services required for supervision/security.
7. Alcoholic beverages may be served or sold, subject to Alcoholic Beverage Control Licensing Requirements, and subject to the Liquor Liability Insurance Policy of the City (see page 4).
8. Provisions addressed in Ordinance #1941 Chapter 12.42 (Temporary Street Closures) shall apply.
9. Event Sponsor shall be responsible for insuring that all vendors involved with the event obtain a City of Merced business license.
10. The applicant shall arrange and pay for special event City Refuse service by contacting Public Works at (209) 385-6800.
11. The applicant shall comply with the Indemnification and Insurance provisions as outlined on page 3 of this application.
12. Event sponsor shall provide and maintain a minimum 22-foot-wide emergency vehicle access path into and through the closure area at all times via movable barriers. Fire hydrant access shall not be blocked at any time whatsoever.
13. The use of City of Merced's outlets for electricity is approved: N/A ☐ YES ☐ NO ☐
14. _____
15. _____

Additional conditions may be imposed as deemed necessary

INDEMNIFICATION: The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend (with counsel selected by the City) such governmental entity. City shall promptly notify the developer/applicant of any claim, action, suits, or proceeding. Developer/applicant shall be responsible to immediately prefund the litigation cost of the City including, but not limited to, City's attorney's fees and costs. If any claim, action, suits, or proceeding is filed challenging this approval, the developer/applicant shall be required to execute a separate and formal defense, indemnification, and deposit agreement that meets the approval of the City Attorney and to provide all required deposits to fully fund the City's defense immediately but in no event later than five (5) days from that date of a demand to do so from City. In addition, the developer/applicant shall be required to satisfy any monetary obligations imposed on City by any order or judgment.

INSURANCE: Prior to engaging in the event, Event Sponsor shall complete and file with the City a special events, general liability and automobile policy of at least \$500,000 combined limit for bodily injury and property damage which covers the entire event. Said policy shall stipulate that this insurance will operate as primary insurance and that no other insurance will be called on to cover a loss covered thereunder. Additional insured endorsements evidencing this special events, general liability and automobile coverage, naming the City and its officers, agents, and employees as additional insureds, must be submitted to the City prior to the event. This certificate shall provide that thirty (30) days written notice of cancellation shall be given to the City.

COMMUNICABLE DISEASE WAIVER AND RELEASE: Undersigned waives and releases the City from any and all claims, causes of action, allegations, or assertions that may arise relating to infection of any person by COVID-19 (Coronavirus) or other communicable disease that occurs, or is alleged to occur, during the event. Undersigned also agrees to defend, indemnify, and hold the City harmless from any and all claims, causes of action, allegation, or assertions made against the City or the City's employees arising from or relating to actual or alleged infection occurring during the event, except where caused by the sole negligence or willful misconduct of the City.

REFUSAL OR REVOCATION OF PERMIT: Failure to comply with any law, rule or regulation applicable to the use of said streets shall be grounds to revoke any such permit and, in such circumstances, the Chief of Police shall immediately revoke said permit. The Event Sponsor or permit holder, in such case, shall have the right to appeal said revocation to the City Council.

The undersigned declares under penalty of perjury that he/she has the authority to sign for and bind the Event Sponsor to the conditions imposed by the City upon the granting of this Application.

Signature: Mike Waite
Print Name: MIKE WAITE
Date: 9/18/23

OFFICE USE

APPLICATION APPROVED SUBJECT TO CONDITIONS _____

BY _____
Development Services Department (385-6858)

DATE _____

BY N. McHenry 762
Merced Police Department (385-6912)

DATE 9-18-2023

BY _____
Merced Fire Department (385-6891)

DATE _____